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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

ARIANA LYNN, A.E.S., a minor, by and
through her guardian ad litem KRISTIN
McKENZIE, N.S., a minor, by and
through his guardian ad litem KIM
SPURGEON, A.M.S., a minor, by and
through her guardian ad litem KRISTIN
McKENZIE,

No. 2:23-cv-1738 JAM DB
**STIPULATED PROTECTIVE
ORDER**

Plaintiffs,

v.

COUNTY OF SOLANO, a public entity;
JAMES HASKELL; EMILY HASKELL;
and DOES 1 through 100,

Defendants.

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery

1 and that the protection it affords from public disclosure and use extends only to the
2 limited information or items that are entitled to confidential treatment under the
3 applicable legal principles. The parties further acknowledge, as set forth in Section
4 12.3, below, that this Stipulated Protective Order does not entitle them to file
5 confidential information under seal; Civil Local Rules 141 and 141.1 set forth the
6 procedures that must be followed and the standards that will be applied when a party
7 seeks permission from the court to file material under seal.

8 2. DEFINITIONS

9 2.1 Challenging Party: a Party or Non-Party that challenges the designation
10 of information or items under this Order.

11 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how
12 it is generated, stored or maintained) or tangible things that qualify for protection
13 under Federal Rule of Civil Procedure 26(c), and includes, but is not limited to, parties'
14 personnel records and other records referencing employment or job performance,
15 parties' student records, and parties' medical records. Information and items already
16 existing in public records or otherwise in the public domain are not "CONFIDENTIAL"
17 under this agreement and will not be knowingly designated as such.

18 2.3 "HIGHLY CONFIDENTIAL": the parties agree that the following
19 information or items may be deemed "HIGHLY CONFIDENTIAL":

- 20 (a) Medical and psychological records pertaining to the Plaintiffs;
- 21 (b) The Plaintiffs' academic records;
- 22 (c) Forensic interviews conducted with the Plaintiffs;
- 23 (d) Documents from minors' juvenile case file;
- 24 (e) Background checks, assessments, profiles, evaluations, and testing done
25 on James and Emily Haskell, including but not limited to those related to any
26 adoptions and/or adoption proceedings, as well as any financial, medical records,
27 mental health records, contact information and residential addresses, or other private
28 information pertaining to the Haskells.

1 (f) Other highly sensitive information relating to physical or sexual abuse,
2 or relating to the minor plaintiffs identifying or personal information.

3 2.4 Counsel (without qualifier): Outside Counsel of Record and House
4 Counsel (as well as their support staff).

5 2.5 Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures or in responses to discovery as
7 "CONFIDENTIAL."

8 2.6 Disclosure or Discovery Material: all items or information, regardless of
9 the medium or manner in which it is generated, stored, or maintained (including,
10 among other things, testimony, transcripts, and tangible things), that are produced or
11 generated in disclosures or responses to discovery in this matter.

12 2.7 Expert: a person with specialized knowledge or experience in a matter
13 pertinent to the litigation who has been retained by a Party or its counsel to serve as
14 an expert witness or as a consultant in this action.

15 2.8 House Counsel: attorneys who are employees of a party to this action.
16 House Counsel does not include Outside Counsel of Record or any other outside
17 counsel.

18 2.9 Non-Party: any natural person, partnership, corporation, association, or
19 other legal entity not named as a Party to this action.

20 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
21 this action but are retained to represent or advise a party to this action and have
22 appeared in this action on behalf of that party or are affiliated with a law firm which
23 has appeared on behalf of that party.

24 2.11 Party: any party to this action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staffs).

27 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
28 Discovery Material in this action.

1 2.13 Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.14 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

7 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
8 from a Producing Party.

9 3. SCOPE

10 The protections conferred by this Stipulation and Order cover not only Protected
11 Material (as defined above), but also (1) any information copied or extracted from
12 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
13 Material; and (3) any testimony, conversations, or presentations by Parties or their
14 Counsel that might reveal Protected Material. However, the protections conferred by
15 this Stipulation and Order do not cover the following information: (a) any information
16 that is in the public domain at the time of disclosure to a Receiving Party or becomes
17 part of the public domain after its disclosure to a Receiving Party as a result of
18 publication not involving a violation of this Order, including becoming part of the
19 public record through trial or otherwise; and (b) any information known to the
20 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
21 disclosure from a source who obtained the information lawfully and under no
22 obligation of confidentiality to the Designating Party. Any use of Protected Material at
23 trial shall be governed by a separate agreement or order.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations
26 imposed by this Order shall remain in effect until a Designating Party agrees
27 otherwise in writing or a court order otherwise directs. Final disposition shall be
28 deemed to be the later of (1) dismissal of all claims and defenses in this action, with or

1 without prejudice; and (2) final judgment herein after the completion and exhaustion
2 of all appeals, rehearings, remands, trials, or reviews of this action, including the time
3 limits for filing any motions or applications for extension of time pursuant to applicable
4 law.

5 **5. DESIGNATING PROTECTED MATERIAL**

6 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**
7 Each Party or Non-Party that designates information or items for protection under
8 this Order must take care to limit any such designation to specific material that
9 qualifies under the appropriate standards. The Designating Party must designate for
10 protection only those parts of material, documents, items, or oral or written
11 communications that qualify – so that other portions of the material, documents, items,
12 or communications for which protection is not warranted are not swept unjustifiably
13 within the ambit of this Order.

14 Mass, indiscriminate, or routinized designations are prohibited. Designations
15 that are shown to be clearly unjustified or that have been made for an improper
16 purpose (e.g., to unnecessarily encumber or retard the case development process or to
17 impose unnecessary expenses and burdens on other parties) expose the Designating
18 Party to sanctions.

19 If it comes to a Designating Party's attention that information or items that it
20 designated for protection do not qualify for protection, that Designating Party must
21 promptly notify all other Parties that it is withdrawing the mistaken designation.

22 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
23 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
25 under this Order must be clearly so designated before the material is disclosed or
26 produced.

27 Designation in conformity with this Order requires:

28 (a) for information in documentary form (e.g., paper or electronic documents,

1 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
2 Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”
3 to each page that contains protected material. If only a portion or portions of the
4 material on a page qualifies for protection, the Producing Party also must clearly
5 identify the protected portion(s) (e.g., by making appropriate markings in the
6 margins).

7 A Party or Non-Party that makes original documents or materials available for
8 inspection need not designate them for protection until after the inspecting Party has
9 indicated which material it would like copied and produced. During the inspection and
10 before the designation, all of the material made available for inspection shall be
11 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
12 it wants copied and produced, the Producing Party must determine which documents,
13 or portions thereof, qualify for protection under this Order. Then, before producing the
14 specified documents, the Producing Party must affix the “CONFIDENTIAL” or
15 “HIGHLY CONFIDENTIAL” legend to each page that contains Protected Material. If
16 only a portion or portions of the material on a page qualifies for protection, the
17 Producing Party also must clearly identify the protected portion(s) (e.g., by making
18 appropriate markings in the margins).

19 (b) for testimony given in deposition, that the Designating Party shall either
20 identify on the record, before the close of the deposition, all protected testimony, or
21 designate portions thereof “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” within
22 twenty (20) days after the receipt of the transcript in any form. No party may
23 designate the entire deposition as “CONFIDENTIAL.” The Court Reporter will be
24 instructed by designating counsel how the protected information shall be marked and
25 bound. The Court Reporter shall operate in a manner consistent with this Protective
26 Order and shall separately label the confidential portions of the deposition transcript,
27 including documents and other exhibits containing protected information. Those pages
28 in any transcript containing protected information shall include a stamp identifying

1 such pages as "CONFIDENTIAL."

2 (c) for information produced in some form other than documentary and for any
3 other tangible items, that the Producing Party affix in a prominent place on the
4 exterior of the container or containers in which the information or item is stored the
5 legend "CONFIDENTIAL." If only a portion or portions of the information or item
6 warrant protection, the Producing Party, to the extent practicable, shall identify the
7 protected portion(s).

8 (d) Nothing contained in this Order shall be deemed to limit or waive any right
9 of the Parties to object to discovery with respect to any information or documents which
10 may be claimed to be outside the scope of discovery for any reason, including without
11 limitation the reason that is privileged, confidential, and/or protected by individual
12 privacy rights which would not adequately be protected by the provisions of this Order.
13 Identification of any documents or information as Confidential Information pursuant
14 to this Order shall not constitute an admission or acknowledgement on the behalf of
15 any Party that such documents or information are admissible as evidence in any
16 proceeding in this action. The Parties further retain the right to use their own
17 documents and information with complete discretion.

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
19 failure to designate qualified information or items does not, standing alone, waive the
20 Designating Party's right to secure protection under this Order for such material.
21 Material unintentionally disclosed without the requisite designation may be
22 retroactively designated within twenty (20) days of its inadvertent production so
23 designated in the same manner and shall be treated appropriately from the date
24 written notice of the designation is provided to the other Party or Parties and/or
25 counsel of record for the other Party or Parties. If an inadvertent failure to designate
26 is discovered more than twenty (20) days after disclosure, the Party seeking to
27 designate the records as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" may
28 petition the court for leave to so designate.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time. Unless a prompt challenge to a Designating
4 Party's confidentiality designation is necessary to avoid foreseeable, substantial
5 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
6 litigation, a Party does not waive its right to challenge a confidentiality designation by
7 electing not to mount a challenge promptly after the original designation is disclosed.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
9 resolution process by providing written notice of each designation it is challenging and
10 describing the basis for each challenge. To avoid ambiguity as to whether a challenge
11 has been made, the written notice must recite that the challenge to confidentiality is
12 being made in accordance with this specific paragraph of the Protective Order. The
13 parties shall attempt to resolve each challenge in good faith by conferring directly
14 within 14 days of the date of service of notice. In conferring, the Challenging Party
15 must explain the basis for its belief that the confidentiality designation was not proper
16 and must give the Designating Party an opportunity to review the designated material,
17 to reconsider the circumstances, and, if no change in designation is offered, to explain
18 the basis for the chosen designation. A Challenging Party may proceed to the next
19 stage of the challenge process only if it has engaged in this meet and confer process
20 first or establishes that the Designating Party is unwilling to participate in the meet
21 and confer process in a timely manner.

22 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
23 court intervention, the Designating Party shall file and serve a motion to retain
24 confidentiality under Civil Local Rule 230 (and in compliance with Civil Local Rules
25 141 and 141.1, if applicable) within 45 days of the initial notice of challenge or within
26 30 days of the start of the meet and confer process, whichever is earlier. Each such
27 motion must be accompanied by a competent declaration affirming that the movant
28 has complied with the meet and confer requirements imposed in the preceding

1 paragraph. Failure by the Designating Party to make such a motion including the
 2 required declaration within 45 days (or 30 days, if applicable) shall automatically
 3 waive the confidentiality designation for each challenged designation. In addition, the
 4 Challenging Party may file a motion challenging a confidentiality designation at any
 5 time if there is good cause for doing so, including a challenge to the designation of a
 6 deposition transcript or any portions thereof. Any motion brought pursuant to this
 7 provision must be accompanied by a competent declaration affirming that the movant
 8 has complied with the meet and confer requirements imposed by the preceding
 9 paragraph.

10 The burden of persuasion in any such challenge proceeding shall be on the
 11 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
 12 to harass or impose unnecessary expenses and burdens on other parties) may expose
 13 the Challenging Party to sanctions. Unless the Designating Party has waived the
 14 confidentiality designation by failing to file a motion to retain confidentiality as
 15 described above, all parties shall continue to afford the material in question the level
 16 of protection to which it is entitled under the Producing Party's designation until the
 17 court rules on the challenge.

18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 20 disclosed or produced by another Party or by a Non-Party in connection with this case
 21 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
 22 Material may be disclosed only to the categories of persons and under the conditions
 23 described in this Order.

24 Protected Material must be stored and maintained by a Receiving Party at a
 25 location and in a secure manner that ensures that access is limited to the persons
 26 authorized under this Order.

27 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
 28 ordered by the court or permitted in writing by the Designating Party, a Receiving

1 Party may disclose any information or item designated "CONFIDENTIAL" only to:

2 (a) Attorneys of record herein (including House Counsel and Outside Counsel
3 of Record) and their affiliated attorneys, paralegals, clerical and secretarial staff
4 employed by such attorneys who are actively involved in the Proceedings and are not
5 employees of any Party. Provided, however, that each non-lawyer given access to
6 Confidential Information shall be advised that such are being Disclosed pursuant to,
7 and are subject to, the terms of this Stipulation and Protective Order and that they
8 may not be disclosed other than pursuant to its terms;

9 (b) Experts (as defined in this Order) of the Receiving Party to whom disclosure
10 is reasonably necessary for this litigation and who have signed the "Acknowledgment
11 and Agreement to Be Bound" (Exhibit A);

12 (d) the court and its personnel;

13 (e) professional jury or trial consultants, mock jurors, and Professional Vendors
14 to whom disclosure is reasonably necessary for this litigation and who have signed the
15 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

16 (f) witnesses, during deposition or trial testimony;

17 (g) the author or recipient of a document containing the information or a
18 custodian or other person who otherwise possessed or knew the information.

19 (h) those categories of persons listed in paragraph 7.2(a) – (g) of this Stipulation
20 and Protective Order in matters involving allegation of injury or harm caused by James
21 Haskell, Emily Haskell, or County of Solano (and its employees and agents), however,
22 that prior to the Disclosure of "CONFIDENTIAL" Information or Items, counsel for the
23 Party making the Disclosure shall deliver a copy of this Stipulation and Protective
24 Order to such person, shall explain its terms to such person, and shall secure the
25 signature of such person on the Acknowledgment and Agreement to Be Bound"
26 (Exhibit A);

27 (i) any other person that the Designating Party agrees to in writing.

28 **7.3 Disclosure of "HIGHLY CONFIDENTIAL" Information or Items. Unless**

1 otherwise ordered by the court or permitted in writing by the Designating Party,
2 Defendants James Haskell or Emily Haskell will not be given access to such material.
3 Nothing in this Paragraph shall be construed to bar access by defendants James
4 Haskell or Emily Haskell's attorneys of record herein (who may access such records
5 pursuant to Paragraph 7.2(a)) or those categories of individuals identified in
6 Paragraph 7.2(b) – (h).

7 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
8. IN OTHER LITIGATION**

9 If a Party is served with a subpoena or a court order issued in other litigation
10 that compels disclosure of any information or items designated in this action as
11 "CONFIDENTIAL," that Party must:

- 12 (a) promptly notify in writing the Designating Party. Such notification shall
13 include a copy of the subpoena or court order;
- 14 (b) promptly notify in writing the party who caused the subpoena or order to
15 issue in the other litigation that some or all of the material covered by the subpoena
16 or order is subject to this Protective Order. Such notification shall include a copy of
17 this Stipulated Protective Order; and
- 18 (c) cooperate with respect to all reasonable procedures sought to be pursued by
19 the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with
21 the subpoena or court order shall not produce any information designated in this action
22 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" before a determination by the
23 court from which the subpoena or order issued, unless the Party has obtained the
24 Designating Party's permission. The Designating Party shall bear the burden and
25 expense of seeking protection in that court of its confidential material – and nothing
26 in these provisions should be construed as authorizing or encouraging a Receiving
27 Party in this action to disobey a lawful directive from another court.

28

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this action and designated as "CONFIDENTIAL." Such information produced
5 by Non-Parties in connection with this litigation is protected by the remedies and relief
6 provided by this Order. Nothing in these provisions should be construed as prohibiting
7 a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to produce
9 a Non-Party's confidential information in its possession, and the Party is subject to an
10 agreement with the Non-Party not to produce the Non-Party's confidential
11 information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party
13 that some or all of the information requested is subject to a confidentiality agreement
14 with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated
16 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
17 specific description of the information requested; and

18 (3) make the information requested available for inspection by the Non-
19 Party.

20 (4) If the Non-Party fails to object or seek a protective order from this
21 court within 14 days of receiving the notice and accompanying information, the
22 Receiving Party may produce the Non-Party's confidential information responsive to
23 the discovery request. If the Non-Party timely seeks a protective order, the Receiving
24 Party shall not produce any information in its possession or control that is subject to
25 the confidentiality agreement with the Non-Party before a determination by the court.
26 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
27 of seeking protection in this court of its Protected Material.

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
7 persons to whom unauthorized disclosures were made of all the terms of this Order,
8 and (d) request such person or persons to execute the "Acknowledgment and
9 Agreement to Be Bound" that is attached hereto as Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
11 PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other protection,
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
16 may be established in an e-discovery order that provides for production without prior
17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
18 parties reach an agreement on the effect of disclosure of a communication or
19 information covered by the attorney-client privilege or work product protection, the
20 parties may incorporate their agreement in the stipulated protective order submitted
21 to the court.

22 **12. MISCELLANEOUS**

23 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any
24 person to seek its modification by the court in the future.

25 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this
26 Protective Order no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground. Similarly, no Party
28 waives any right to object on any ground to use in evidence of any of the material

covered by this Protective Order.

2 12.3 Filing Protected Material. No document will be sealed, nor shall a
3 redacted document be filed, without the prior approval of the court. If a document for
4 which sealing or redaction is sought relates to the record on a motion to be decided by
5 Judge Mendez, the request to seal or redact should be directed to him and not the
6 assigned Magistrate Judge. All requests to seal or redact shall be governed by Local
7 Rules 141 (sealing) and 140 (redaction); protective orders covering the discovery phase
8 of litigation shall not govern the filing of sealed or redacted documents on the public
9 docket. The court will only consider requests to seal or redact filed by the proponent of
10 sealing or redaction. If a party plans to make a filing that includes material an
11 opposing party has identified as confidential and potentially subject to sealing, the
12 filing party shall provide the opposing party with sufficient notice in advance of filing
13 to allow for the seeking of an order of sealing or redaction from the court.

14 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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16 || Dated: January 8, 2024

WALKUP, MELODIA, KELLY & SCHOENBERGER

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By: /s/ Clifton N. Smoot
KHALDOUN A. BAGHDADI
VALERIE N. ROSE
CLIFTON N. SMOOT
Attorneys for PLAINTIFFS

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1 Dated: January 3, 2024

SMITH LAW OFFICES, LLP

2 By: /s/ Douglas C. Smith
3 DOUGLAS C. SMITH
4 Attorney for Defendants
5 JAMES HASKELL and EMILY HASKELL

6 Dated: January 3, 2024

ANGELO KILDAY & KILDUFF, LLP

7 By: /s/ Ashley Riser
8 SERENA M. WARNER
9 ASHLEY RISER
10 Attorneys for Defendant
11 COUNTY OF SOLANO

12 **Civil Local Rule 5-1(i)(3) Attestation**

13 Pursuant to Local Rule 5-1(i)(3), I, Clifton N. Smoot, the ECF filer of this
14 document, hereby attest that I obtained concurrence in the filing of this document
15 from each of the other signatories.

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17 By: /S/ CLIFTON N. SMOOT
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ORDER

Pursuant to the parties' stipulation, IT IS SO ORDERED.

IT IS FURTHER ORDERED THAT:

1. Requests to seal documents shall be made by motion before the same judge who will decide the matter related to that request to seal.

2. The designation of documents (including transcripts of testimony) as confidential pursuant to this order does not automatically entitle the parties to file such a document with the court under seal. Parties are advised that any request to seal documents in this district is governed by Local Rule 141. In brief, Local Rule 141 provides that documents may only be sealed by a written order of the court after a specific request to seal has been made. L.R. 141(a). However, a mere request to seal is not enough under the local rules. In particular, Local Rule 141(b) requires that “[t]he ‘Request to Seal Documents’ shall set forth the statutory or other authority for sealing, the requested duration, the identity, by name or category, of persons to be permitted access to the document, and all relevant information.” L.R. 141(b).

3. A request to seal material must normally meet the high threshold of showing that “compelling reasons” support secrecy; however, where the material is, at most, “tangentially related” to the merits of a case, the request to seal may be granted on a showing of “good cause.” Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096-1102 (9th Cir. 2016); Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-80 (9th Cir. 2006).

4. Nothing in this order shall limit the testimony of parties or non-parties, or the use of certain documents, at any court hearing or trial – such determinations will only be made by the court at the hearing or trial, or upon an appropriate motion.

5. With respect to motions regarding any disputes concerning this protective order which the parties cannot informally resolve, the parties shall follow the procedures outlined in Local Rule 251. Absent a showing of good cause, the court will not hear discovery disputes on an ex parte basis or on shortened time.

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1 6. The parties may not modify the terms of this Protective Order without the court's
2 approval. If the parties agree to a potential modification, they shall submit a stipulation and
3 proposed order for the court's consideration.

4 7. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement
5 of the terms of this Protective Order after the action is terminated.

6 8. Any provision in the parties' stipulation that is in conflict with anything in this order is
7 hereby DISAPPROVED.

8 DATED: January 8, 2024

/s/ DEBORAH BARNES
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, [print or type full name], of [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California in the case of *Ariana Lynn v. County of Solano*, Case No. 2:23-CV-01738-JAM-DB. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court
14 for the Eastern District of California for the purpose of enforcing the terms of this
15 Stipulated Protective Order, even if such enforcement proceedings occur after
16 termination of this action.

17 I hereby appoint _____ [print or type full name] of
18 _____ [print or type full address and telephone
19 number] as my California agent for service of process in connection with this action or
20 any proceedings related to enforcement of this Stipulated Protective Order.

21
22 Date: _____

23 City and State where sworn and signed:

24
25 Printed

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